

1 [Stipulating parties listed on signature page]  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. 3:07-CV-05944-JST  
MDL No. 1917

This Document Relates To:

*Sears, Roebuck and Co. and Kmart Corp. v. LG  
Electronics, Inc., et al*, Case No. 11-cv-05514

**STIPULATION AND [PROPOSED]  
ORDER REGARDING SCHEDULE  
FOR PRETRIAL DISCLOSURES FOR  
SEARS/KMART AND LG  
ELECTRONICS**

1        WHEREAS, Plaintiffs Sears, Roebuck and Co. and Kmart Corporation (“Plaintiffs”) are  
2 the only remaining plaintiffs in Case No. 11-cv-05514 (“*Sears/Kmart* case”);

3        WHEREAS, LG Electronics, Inc. (“LGE”) is the only remaining defendant in the  
4 *Sears/Kmart* case;

5        WHEREAS, the trial in the *Sears/Kmart* case is set for January 9, 2017, *see* ECF No.  
6 4658;

7        WHEREAS, Plaintiffs and LGE have negotiated and agreed to a schedule governing  
8 pretrial disclosures;

9        PURSUANT TO LOCAL RULE 7-12, PLAINTIFFS AND LGE, BY AND THROUGH  
10 THEIR RESPECTIVE COUNSEL OF RECORD, HEREBY STIPULATE AS FOLLOWS:

11        1.        The parties agree to abide by the schedule governing pretrial disclosures that is  
12 attached as Exhibit A to this stipulation. As noted in Footnote 3 of Exhibit A, LGE stipulates  
13 only that the attached schedule applies to the jury trial. As part of its motion for bifurcation and  
14 for a bench trial, *see* ECF No. 4759, LGE has proposed a separate schedule to govern bench  
15 trial pretrial disclosures. Plaintiffs oppose any bifurcation of the trial proceedings and do not  
16 consent to the bench trial schedule proposed by LGE.

17        2.        This stipulation shall not be introduced into evidence during the jury trial or read  
18 to the jury during trial, and it shall not be relied on to support an entitlement to any relief not  
19 expressly contemplated by the terms of this stipulation.

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1 Dated: August 17, 2016

2 Respectfully submitted,

3 MUNGER, TOLLES & OLSON LLP

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30 *Attorneys for Plaintiffs Sears, Roebuck and Co.*  
31 *and Kmart Corp.*

1 Pursuant to Local Rule 5-1(i), the filer attests that the concurrence in the filing of this  
2 document has been obtained from each of the above signatories.  
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11 It is so stipulated and agreed to by the parties.  
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13 PURSUANT TO STIPULATION, IT IS SO ORDERED.  
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15 Dated: August 17, 2016  
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